

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

BOBBY W. BRYANT, JR.,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION FILE
)	NO.: 5:20-cv-00225-TES
NORFOLK SOUTHERN RAILROAD)	
and JASON MCWILLIAMS)	
)	
)	
Defendants.)	

AFFIDAVIT OF PAUL J. SHARMAN

Comes now Paul J. Sharman who, first being duly sworn, states upon his oath as follows:

1. My name is Paul Joseph Sharman. I am over the age of 21 years and I am competent to testify. I have personal knowledge of all matters set forth herein. This Affidavit is given for use in connection with this proceeding and all other lawful uses.

2. I, Paul Joseph Sharman, have owned The Sharman Law Firm LLC since 2011. My Georgia bar number is 227207 and I am licensed to practice in the State of Georgia and all Federal courts therein.

3. I represent Defendant Jason McWilliams in this matter. Mr. McWilliams' deposition was scheduled for July 23, 2021 and was held on that date.

4. On July 21, 2021, I spoke with Plaintiff Bobby Bryant's attorney Neal Graham via telephone and indicated that my client was willing to settle the claims against him with the conditions that 1) any agreement is signed by close of business on July 22, 2021, and 2) the claims against my client would be dismissed by close of business on July 22, 2021.

5. I explained that the reason for these two specific conditions was that my client would then not have to pay for my time and expenses in attending and defending his deposition and attending another deposition in this matter also scheduled for July 23, 2021.

6. I made it clear to Mr. Graham both on the phone call and later in writing that my client would only settle with his client if these two conditions were agreed upon as part of any settlement.

7. Following phone discussions, I memorialized the offer in writing and sent a draft settlement agreement to Mr. Graham via email at 12:54pm on July 21, 2021 with the statement "As a condition of acceptance, this agreement must be signed and the dismissal must be filed - both by close of business tomorrow 7/22. If not, the offer will be rescinded and I will attend the deposition as counsel for Mr. McWilliams."

8. Before any written response from Mr. Graham, I amended the settlement offer at 1:13pm attaching an updated draft settlement agreement

which added a provision requiring Defendant Norfolk Southern to indemnify McWilliams as a condition of settlement and requesting Mr. Graham's permission to discuss this provision with counsel for Norfolk Southern.

9. After further discussions with my client, he decided he would prefer to have my representation at his deposition on July 23, 2021, and requested that I rescind the settlement offer, which I did in writing via email at 1:36pm.

10. Mr. Graham responded via email at 2:25pm, stating "we have an offer/acceptance confirmed in writing."

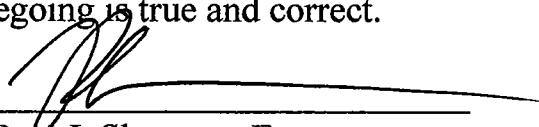
11. I replied via email at 2:32pm: "There is no acceptance in writing. The written offer was rescinded prior to any acceptance."

12. The following day at 3:42pm, Mr. Graham emailed a signed settlement agreement, using the first draft sent at 12:53pm the prior day, and wrote that he would file the dismissal against McWilliams that day.

13. I responded via email at 3:51pm: "There was never an agreement before the offer was revoked. I do not consent to the dismissal."

14. No dismissal against Mr. McWilliams was filed in this case.
FURTHER THE AFFIANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct.


Paul J. Sharman, Esq.

STATE OF GEORGIA:

COUNTY OF Fulton :

Personally appeared before me, Phoebe Freund, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, **Paul J. Sharman**, with whom I am personally acquainted (or duly proved to me to be such person), and who, first being duly sworn, acknowledged that he executed the within instrument for the purposes therein contained, and the facts set forth therein are true and correct to the best of his information, knowledge and belief.

WITNESS my hand, at office, this 10th day of September 2021.


Notary Public

My Commission Expires: 3/18/22

